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 MILEY CYRUS, also sued as MCEO Publishing,
 GREGORY HEIN, also sued as Songs By Gregory
 Hein, MICHAEL POLLACK, also sued as What Key
 Do You Want it in Music, MCEO, INC., SONY MUSIC
 ENTERTAINMENT, SONY MUSIC PUBLISHING
 (US) LLC, PULSE 2.0, LLC, PURE TONE MUSIC, LLC,
 BLASTRONAUT, INC., WARNER-TAMERLANE
 PUBLISHING CORP., AMAZON.COM SERVICES LLC,
 APPLE INC., PANDORA MEDIA, LLC, DISNEY PLATFORM
 DISTRIBUTION, INC., TARGET CORP., BARNES &
 NOBLE BOOKSELLERS, INC., TIDAL MUSIC LLC,
 WALMART INC., WAL-MART.COM USA, INC., WIDE
 EYED GLOBAL, IHEARTMEDIA, INC., LIVE NATION
 ENTERTAINMENT, INC., XANDRIE SA, DEEZER S.A.,
 and SOUNDCLOUD GLOBAL LIMITED & CO. KG

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

TEMPO SECURED MUSIC RIGHTS
 COLLATERAL, LLC,

Plaintiff,

v.

MILEY CYRUS, an individual;
 GREGORY HEIN, an individual;
 MICHAEL POLLACK, an individual;
 SONY MUSIC PUBLISHING (US)
 LLC; WARNER-TAMERLANE
 PUBLISHING CORP.; MCEO
 PUBLISHING; WHAT KEY
 DO YOU WANT IT IN MUSIC;
 PURE TONE MUSIC, LLC; SONGS
 BY GREGORY HEIN;
 BLASTRONAUT, INC.;

(continued next page)

Case No. 2:24-cv-07910-MRA-BFM
 ANSWER TO SECOND AMENDED
 COMPLAINT

DEMAND FOR JURY TRIAL

1 PULSE 2.0, LLC; WIDE EYED
2 GLOBAL; MCEO, INC.; SONY
3 MUSIC ENTERTAINMENT; APPLE
4 INC.; IHEARTMEDIA, INC.;
5 PANDORA MEDIA, LLC; DEEZER
6 S.A.; AMAZON.COM SERVICES
7 LLC; SOUNDCLOUD GLOBAL
8 LIMITED & CO. KG; TIDAL MUSIC
9 LLC; XANDRIE SA; LIVE NATION
ENTERTAINMENT, INC.; TARGET
CORP.; WAL-MART.COM USA, LLC;
WALMART INC.; BARNES &
NOBLE BOOKSELLERS, INC.;
DISNEY PLATFORM
DISTRIBUTION, INC.; and DOES 1-
10, inclusive,

Defendants.

ANSWER TO COMPLAINT

Defendants Miley Cyrus, also sued as MCEO Publishing, Gregory Hein, also sued as Songs By Gregory Hein, Michael Pollack, also sued as What Key Do You Want It In Music, MCEO, Inc., Sony Music Publishing (US) LLC, Warner-Tamerlane Publishing Corp., Sony Music Entertainment, Pulse 2.0, LLC, Pure Tone Music, LLC, Blastronaut, Inc., Amazon.Com Services LLC, Apple Inc., Pandora Media, LLC, Disney Platform Distribution, Inc., Target Corp., Barnes & Noble Booksellers, Inc., Tidal Music LLC, Walmart Inc., Wal-Mart.Com USA, Inc., Wide Eyed Global, IHeartMedia, Inc., Live Nation Entertainment, Inc., Xandrie SA, Deezer S.A., and Soundcloud Global Limited & Co. KG (collectively “Defendants”) answer the Second Amended Complaint (“Complaint”) of plaintiff Tempo Secured Music Rights Collateral, LLC (“Plaintiff”), as follows:

“INTRODUCTION”¹

1. Answering paragraph 1 of the Complaint, to the extent the allegations contained therein allege conclusions of law, Defendants are not required to plead thereto. To the extent the allegations are deemed allegations of fact, Defendants lack knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and, on that basis, deny those allegations.

2. Answering paragraph 2 of the Complaint, Defendants lack knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained therein and, on that basis, deny those allegations.

3. Answering paragraph 3 of the Complaint, to the extent the allegations contained therein allege conclusions of law, Defendants are not required to plead thereto; to the extent the allegations are deemed allegations of fact, Defendants lack

¹ Defendants include the section headings from the Complaint in this Answer purely for ease of organization; to the extent those headings include any allegations of fact, Defendants deny each and every allegation thereof.

1 knowledge or information sufficient to form a belief as to the truth or falsity of the
2 allegations contained therein and, on that basis, deny those allegations.

3 4. Answering paragraph 4 and footnote 1 of the Complaint, to the extent the
4 allegations contained therein allege conclusions of law, Defendants are not required
5 to plead thereto; to the extent the allegations are deemed allegations of fact,
6 Defendants admit that the sound recording titled *Flowers* was released in January
7 2023, that it features Miley Cyrus, a well-known recording artist named as a defendant
8 in this action, and deny that *Flowers* copies *When I Was Your Man*, Michael Pollack
9 denies the accuracy of the statements attributed to him in the March 2023 *Billboard*
10 article, and Defendants aver that—directly contrary to Plaintiff’s allegations—another
11 *Billboard* article instead stated:

12 “[N]ot only are there no direct samples or obvious interpolations between
13 ‘Flowers’ and ‘Your Man,’ there are no major sonic overlaps either —
14 no obvious shared melodies or rhythms, no major similarities in
15 production textures,”

16 and that *Billboard* article also quoted a music law expert’s statement that “There are
17 no songwriter credits [in *Flowers*] for the ‘When I Was Your Man’ writers because
18 no license should be necessary,” and Defendants lack knowledge or information
19 sufficient to form a belief as to the truth or falsity of the remaining allegations
20 contained therein and, on that basis, deny those remaining allegations.

21 5. Answering paragraph 5 of the Complaint, Defendants admit that *Flowers*
22 debuted at No. 1 on the Billboard Hot 100 chart, that *Flowers* broke the record to
23 become the fastest song to reach one billion streams on streaming service Spotify, that
24 *Flowers* earned Ms. Cyrus her first Grammy wins for Record of the Year and Best
25 Pop Solo Performance at the 66th Annual Grammy Awards in February 2024, that
26 Ms. Cyrus performed *Flowers* live at the 66th Annual Grammy Awards in February
27 2024, and that *Flowers* won Best International Song at the Brit Awards in 2024;
28 Defendants lack knowledge or information sufficient to form a belief as to the truth

1 or falsity of the remaining allegations in this paragraph and, on that basis, deny those
2 remaining allegations.

3 6. Answering paragraph 6 of the Complaint, Defendants object to the extent
4 that the allegations contained therein require the opinion of an expert and that
5 purporting to require that Defendants respond at this time is improper and premature
6 under Federal Rule of Civil Procedure 26; as to any non-expert allegations,
7 Defendants deny the allegations contained therein.

8 7. Answering paragraph 7 of the Complaint, to the extent the allegations
9 contained therein allege conclusions of law, Defendants are not required to plead
10 thereto; to the extent the allegations are deemed allegations of fact, Defendants admit
11 that Plaintiff purports to bring this action for copyright infringement and claims that
12 all defendants have engaged in the unauthorized reproduction, distribution, and
13 exploitation of *When I Was Your Man*, deny that any defendant has infringed a
14 copyright in *When I Was Your Man*, deny that *Flowers* copies *When I Was Your Man*,
15 and lack knowledge or information sufficient to form a belief as to the truth or falsity
16 of the remaining allegations in this paragraph and, on that basis, denies those
17 remaining allegations.

18 **“JURISDICTION AND VENUE”**

19 8. Answering paragraph 8 of the Complaint, to the extent the allegations
20 contained therein allege conclusions of law, Defendants are not required to plead
21 thereto; to the extent the allegations are deemed allegations of fact, Defendants admit
22 that Plaintiff contends the Court has subject matter jurisdiction pursuant to 28 U.S.C.
23 § 1331 and 28 U.S.C. § 1338(a) insofar as Plaintiff purports to assert a claim under
24 the Copyright Act, and Defendants deny each and every remaining allegation
25 contained therein.

26 9. Answering paragraph 9 of the Complaint, the allegations consist of legal
27 conclusions to which no response is required. To the extent any response is required,
28 each Defendant, without conceding that personal jurisdiction is appropriate as to any

1 other Defendant in this action, do not dispute personal jurisdiction over himself,
2 herself, or itself in this action.

3 10. Answering paragraph 10 of the Complaint, the allegations consist of legal
4 conclusions to which no response is required. To the extent any response is required,
5 each Defendant, without conceding that venue is appropriate as to any other Defendant
6 in this action, does not dispute that venue is proper as to himself, herself, or itself in
7 this action.

8 **“PARTIES”**

9 11. Answering paragraph 11 of the Complaint, to the extent the allegations
10 contained therein allege conclusions of law, Defendants are not required to plead
11 thereto; to the extent the allegations are deemed allegations of fact, Defendants lack
12 knowledge or information sufficient to form a belief as to the truth or falsity of the
13 allegations contained therein and, on that basis, deny those allegations.

14 12. Answering paragraph 12 of the Complaint, to the extent the allegations
15 contained therein allege conclusions of law, Defendants are not required to plead
16 thereto; to the extent the allegations are deemed allegations of fact, Defendants lack
17 knowledge or information sufficient to form a belief as to the truth or falsity of the
18 allegations contained therein and, on that basis, deny those allegations.

19 13. Answering paragraph 13 of the Complaint, to the extent the allegations
20 contained therein allege conclusions of law, Defendants are not required to plead
21 thereto; to the extent the allegations are deemed allegations of fact, Ms. Cyrus admits
22 that she is an individual who resides in Los Angeles County, California, that she is an
23 accomplished singer, songwriter, and actress, that she has received multiple Grammy
24 nominations and three Grammy awards, Teen Choice Awards, Billboard Music
25 Awards, World Music Awards, MTV Video Music Awards, a People’s Choice
26 Award, and a GLAAD Media Award, that she has performed *Flowers*, and that she is
27 credited as a co-author of *Flowers*, and Ms. Cyrus denies the remaining allegations in
28 this paragraph; and the remaining Defendants deny that any “infringing conduct”

1 occurred and lack knowledge or information sufficient to form a belief as to the truth
2 or falsity of the remaining allegations in this paragraph and, on that basis, deny those
3 remaining allegations.

4 14. Answering paragraph 14 of the Complaint, to the extent the allegations
5 contained therein allege conclusions of law, Defendants are not required to plead
6 thereto; to the extent the allegations are deemed allegations of fact, Gregory Hein
7 admits that he is an individual who resides in Los Angeles County, California, that he
8 has co-written hit songs for artists including Justin Bieber, Shawn Mendes, and John
9 Legend, that he is credited as a co-author of *Flowers*, and that he has received Grammy
10 nominations for Song of the Year for *Flowers* and Album of the Year for the album
11 *Endless Summer Vacation*, which includes *Flowers*, and Mr. Hein denies the
12 remaining allegations in this paragraph; and the remaining Defendants deny that any
13 “infringing conduct” occurred and lack knowledge or information sufficient to form
14 a belief as to the truth or falsity of the remaining allegations in this paragraph and, on
15 that basis, deny those remaining allegations.

16 15. Answering paragraph 15 of the Complaint, to the extent the allegations
17 contained therein allege conclusions of law, Defendants are not required to plead
18 thereto; to the extent the allegations are deemed allegations of fact, Michael Pollack
19 admits that he is an individual who resides in Los Angeles County, California, that he
20 is an accomplished songwriter and producer whose songs for artists such as Maroon
21 5 and Justin Bieber have topped the Billboard music charts, that he is credited as a co-
22 author of *Flowers*, and that he has received seven Grammy nominations, three of
23 which are for *Flowers*, and Mr. Pollack denies the remaining allegations in this
24 paragraph; and the remaining Defendants deny that any “infringing conduct” occurred
25 and lack knowledge or information sufficient to form a belief as to the truth or falsity
26 of the remaining allegations in this paragraph and, on that basis, deny those remaining
27 allegations.

1 16. Answering paragraph 16 of the Complaint, to the extent the allegations
2 contained therein allege conclusions of law, Defendants are not required to plead
3 thereto; to the extent the allegations are deemed allegations of fact, Sony Music
4 Publishing (US) LLC (“SMP”) admits it is a limited liability company organized
5 under the laws of the State of Delaware, with its principal place of business in New
6 York, New York, and that SMP is a music publisher, including as to *Flowers*, and
7 SMP denies the remaining allegations therein; and the remaining Defendants lack
8 knowledge or information sufficient to form a belief as to the truth or falsity of the
9 allegations in this paragraph and, on that basis, deny those allegations.

10 17. Answering paragraph 17 of the Complaint, to the extent the allegations
11 contained therein allege conclusions of law, Defendants are not required to plead
12 thereto; to the extent the allegations are deemed allegations of fact, Sony Music
13 Entertainment (“SME”) admits it is a general partnership organized under the laws of
14 the State of Delaware, with its principal place of business in New York, New York,
15 and that SME is a record company, including as to *Flowers*, and SME denies the
16 remaining allegations therein; and the remaining Defendants lack knowledge or
17 information sufficient to form a belief as to the truth or falsity of the allegations in this
18 paragraph and, on that basis, deny those allegations.

19 18. Answering paragraph 18 of the Complaint, to the extent the allegations
20 contained therein allege conclusions of law, Defendants are not required to plead
21 thereto; to the extent the allegations are deemed allegations of fact, Warner-Tamerlane
22 Publishing Corp. (“Warner-Tamerlane”) admits it is a corporation with its principal
23 place of business in Los Angeles, California, and is a music publisher, including with
24 respect to *Flowers*, denies that it is organized under the laws of the State of Delaware,
25 and Warner-Tamerlane denies the remaining allegations therein; and the remaining
26 Defendants lack knowledge or information sufficient to form a belief as to the truth
27 or falsity of the allegations in this paragraph and, on that basis, deny those allegations.

1 19. Answering paragraph 19 of the Complaint, to the extent the allegations
2 contained therein allege conclusions of law, Defendants are not required to plead
3 thereto; to the extent the allegations are deemed allegations of fact, MCEO, Inc.
4 (“MCEO”) and Ms. Cyrus admit that MCEO is a corporation organized under the laws
5 of the state of Tennessee, with its principal place of business in Nashville, Tennessee,
6 admit that MCEO has been involved in the use or other exploitation of *Flowers* and
7 MCEO and Ms. Cyrus deny the remaining allegations in this paragraph; and the
8 remaining Defendants lack knowledge or information sufficient to form a belief as to
9 the truth or falsity of the allegations in this paragraph and, on that basis, deny those
10 allegations.

11 20. Answering paragraph 20 of the Complaint, to the extent the allegations
12 contained therein allege conclusions of law, Defendants are not required to plead
13 thereto; to the extent the allegations are deemed allegations of fact, Apple Inc.
14 (“Apple”) admits that it is a corporation organized under the laws of the State of
15 California, with its principal place of business in Cupertino, California, that *When I*
16 *Was Your Man* and *Flowers* are available on the Apple Music streaming service, and
17 denies the remaining allegations therein; and the remaining Defendants lack
18 knowledge or information sufficient to form a belief as to the truth or falsity of the
19 allegations in this paragraph and, on that basis, deny those allegations.

20 21. Answering paragraph 21 of the Complaint, to the extent the allegations
21 contained therein allege conclusions of law, Defendants are not required to plead
22 thereto; to the extent the allegations are deemed allegations of fact, iHeartMedia, Inc.
23 (“iHeartMedia”) admits that it is a corporation organized under the laws of the State
24 of Delaware, with its principal place of business in San Antonio, Texas, and that *When*
25 *I Was Your Man* and *Flowers* are available on the iHeartRadio streaming service, and
26 denies the remaining allegations contained therein; and the remaining Defendants lack
27 knowledge or information sufficient to form a belief as to the truth or falsity of the
28 allegations in this paragraph and, on that basis, deny those allegations.

22. Answering paragraph 22 of the Complaint, to the extent the allegations contained therein allege conclusions of law, Defendants are not required to plead thereto; to the extent the allegations are deemed allegations of fact, Pandora Media, LLC (“Pandora”) admits that it is a limited liability company organized under the laws of the State of Delaware, with its principal place of business in Oakland, California, and that *When I Was Your Man* and *Flowers* are available on the Pandora streaming service, and denies the remaining allegations contained therein; and the remaining Defendants lack knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and, on that basis, deny those allegations.

23. Answering paragraph 23 of the Complaint, to the extent the allegations contained therein allege conclusions of law, Defendants are not required to plead thereto; to the extent the allegations are deemed allegations of fact, Amazon.com Services LLC (“Amazon Services”) admits that it is a corporation organized under the laws of the State of Delaware, with its principal place of business in Seattle, Washington, and that *When I Was Your Man* and *Flowers* are available on the Amazon Music streaming service, and denies the remaining allegations contained therein; and the remaining Defendants lack knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and, on that basis, deny those allegations.

24. Answering paragraph 24 of the Complaint, to the extent the allegations contained therein allege conclusions of law, Defendants are not required to plead thereto; to the extent the allegations are deemed allegations of fact, Tidal Music LLC (“Tidal”) admits it is a limited liability company organized under the laws of the State of Delaware, with its principal place of business in New York, and that *When I Was Your Man* and *Flowers* are available on the Tidal music streaming service, and denies the remaining allegations contained therein; and the remaining Defendants lack knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and, on that basis, deny those allegations.

1 25. Answering paragraph 25 of the Complaint, to the extent the allegations
2 contained therein allege conclusions of law, Defendants are not required to plead
3 thereto; to the extent the allegations are deemed allegations of fact, SoundCloud
4 Global Limited & CO. KG (“SoundCloud”) admits that it is a
5 “Kommanditgesellschaft,” which is a form of limited liability partnership organized
6 under the laws of Germany, with its principal place of business in Berlin, Germany,
7 and that *When I Was Your Man* and *Flowers* are available on the SoundCloud
8 streaming service, and denies the remaining allegations contained therein; and the
9 remaining Defendants lack knowledge or information sufficient to form a belief as to
10 the truth or falsity of the allegations in this paragraph and, on that basis, deny those
11 allegations.

12 26. Answering paragraph 26 of the Complaint, to the extent the allegations
13 contained therein allege conclusions of law, Defendants are not required to plead
14 thereto; to the extent the allegations are deemed allegations of fact, Deezer S.A. denies
15 it is a “limited company,” admits it is organized under French law and, through its
16 music streaming service, has participated in the distribution of *When I Was Your Man*
17 and *Flowers*, and denies the remaining allegations contained therein; and the
18 remaining Defendants lack knowledge or information sufficient to form a belief as to
19 the truth or falsity of the allegations in this paragraph and, on that basis, deny those
20 allegations

21 27. Answering paragraph 27 of the Complaint, to the extent the allegations
22 contained therein allege conclusions of law, Defendants are not required to plead
23 thereto; to the extent the allegations are deemed allegations of fact, Xandrie SA denies
24 that its principal place of business is in Paris, France, admits it is a limited company
25 organized under the laws of France and through Qobuz has participated in the
26 distribution of *When I Was Your Man* and *Flowers*, and denies the remaining
27 allegations contained therein; and the remaining Defendants lack knowledge or
28

1 information sufficient to form a belief as to the truth or falsity of the allegations in this
2 paragraph and, on that basis, deny those allegations.

3 28. Answering paragraph 28 of the Complaint, to the extent the allegations
4 contained therein allege conclusions of law, Defendants are not required to plead
5 thereto; to the extent the allegations are deemed allegations of fact, Disney Platform
6 Distribution, Inc. (“Disney Platform”) admits it is a corporation organized under the
7 laws of the State of Delaware, with its principal place of business in Burbank,
8 California, and that *Flowers* was performed as part of a documentary concert that was
9 made available on the Disney+ service for subscribers to stream beginning on or
10 about March 10, 2023, and denies the remaining allegations contained therein; and the
11 remaining Defendants lack knowledge or information sufficient to form a belief as to
12 the truth or falsity of the allegations in this paragraph and, on that basis, deny those
13 allegations.

14 29. Answering paragraph 29 of the Complaint, to the extent the allegations
15 contained therein allege conclusions of law, Defendants are not required to plead
16 thereto; to the extent the allegations are deemed allegations of fact, Live Nation
17 Entertainment, Inc., admits it is a corporation organized under the laws of the State of
18 Delaware, with its principal place of business in Beverly Hills, California, and that it
19 sells copies of *Flowers* through Miley Cyrus’s official online store
20 (shop.mileycyrus.com), and denies the remaining allegations contained therein; and
21 the remaining Defendants lack knowledge or information sufficient to form a belief
22 as to the truth or falsity of the allegations in this paragraph and, on that basis, deny
23 those allegations.

24 30. Answering paragraph 30 of the Complaint, to the extent the allegations
25 contained therein allege conclusions of law, Defendants are not required to plead
26 thereto; to the extent the allegations are deemed allegations of fact, Target Corp.
27 (“Target”) admits it is a corporation organized under the laws of the State of
28 Minnesota, with its principal place of business in Minneapolis, Minnesota, that Target

1 has multiple retail locations in California, and that Target sells copies of *When I Was*
2 *Your Man* and *Flowers* in stores and online, and denies the remaining allegations
3 contained therein; and the remaining Defendants lack knowledge or information
4 sufficient to form a belief as to the truth or falsity of the allegations in this paragraph
5 and, on that basis, deny those allegations.

6 31. Answering paragraph 31 of the Complaint, to the extent the allegations
7 contained therein allege conclusions of law, Defendants are not required to plead
8 thereto; to the extent the allegations are deemed allegations of fact, Wal-Mart.com
9 USA LLC (“Wal-Mart.com”) admits it is a limited liability company organized under
10 the laws of the State of California, with its principal place of business in San Bruno,
11 California, and that copies of *When I Was Your Man* and *Flowers* are offered for sale
12 on the Walmart.com marketplace platform, and denies the remaining allegations
13 contained therein; and the remaining Defendants lack knowledge or information
14 sufficient to form a belief as to the truth or falsity of the allegations in this paragraph
15 and, on that basis, deny those allegations.

16 32. Answering paragraph 32 of the Complaint, to the extent the allegations
17 contained therein allege conclusions of law, Defendants are not required to plead
18 thereto; to the extent the allegations are deemed allegations of fact, Walmart Inc.
19 (“Walmart”) admits it is a corporation organized under the laws of the State of
20 Delaware, with its principal place of business in Bentonville, Arkansas, and that
21 Walmart sells copies of *When I Was Your Man* and *Flowers* in its brick-and-mortar
22 stores, and denies the remaining allegations contained therein; and the remaining
23 Defendants lack knowledge or information sufficient to form a belief as to the truth
24 or falsity of the allegations in this paragraph and, on that basis, deny those allegations.

25 33. Answering paragraph 33 of the Complaint, to the extent the allegations
26 contained therein allege conclusions of law, Defendants are not required to plead
27 thereto; to the extent the allegations are deemed allegations of fact, Barnes & Noble
28 Booksellers, Inc. (“Barnes & Noble”) admits it is a corporation organized under the

1 laws of the State of Delaware, with its principal place of business in New York, New
2 York, and that Barnes & Noble sells copies of *When I was Your Man* and *Flowers* in
3 stores and online, and denies the remaining allegations contained therein; and the
4 remaining Defendants lack knowledge or information sufficient to form a belief as to
5 the truth or falsity of the allegations in this paragraph and, on that basis, deny those
6 allegations.

7 34. Answering paragraph 34 of the Complaint, to the extent the allegations
8 contained therein allege conclusions of law, Defendants are not required to plead
9 thereto; to the extent the allegations are deemed allegations of fact, Ms. Cyrus denies
10 the allegations in this paragraph; and the remaining Defendants lack knowledge or
11 information sufficient to form a belief as to the truth or falsity of the allegations in this
12 paragraph and, on that basis, deny those allegations.

13 35. Answering paragraph 35 of the Complaint, to the extent the allegations
14 contained therein allege conclusions of law, Defendants are not required to plead
15 thereto; to the extent the allegations are deemed allegations of fact, Mr. Pollack denies
16 the allegations in this paragraph; and the remaining Defendants lack knowledge or
17 information sufficient to form a belief as to the truth or falsity of the allegations in this
18 paragraph and, on that basis, deny those allegations.

19 36. Answering paragraph 36 of the Complaint, to the extent the allegations
20 contained therein allege conclusions of law, Defendants are not required to plead
21 thereto; to the extent the allegations are deemed allegations of fact, Pure Tone Music,
22 LLC, admits that it is a limited liability company organized under the laws of the State
23 of New Jersey, with its principal place of business in New York, New York, admits
24 that it is a music publisher, including with respect to *Flowers*, and denies the
25 remaining allegations contained therein; and the remaining Defendants lack
26 knowledge or information sufficient to form a belief as to the truth or falsity of the
27 allegations in this paragraph and, on that basis, deny those allegations.
28

1 37. Answering paragraph 37 of the Complaint, to the extent the allegations
2 contained therein allege conclusions of law, Defendants are not required to plead
3 thereto; to the extent the allegations are deemed allegations of fact, Mr. Hein denies
4 the allegations in this paragraph; and the remaining Defendants lack knowledge or
5 information sufficient to form a belief as to the truth or falsity of the allegations in this
6 paragraph and, on that basis, deny those allegations.

7 38. Answering paragraph 38 of the Complaint, to the extent the allegations
8 contained therein allege conclusions of law, Defendants are not required to plead
9 thereto; to the extent the allegations are deemed allegations of fact, Blastronaut, Inc.,
10 admits that it is a corporation organized under the laws of the State of California, with
11 its principal place of business in Venice, California, admits it is a music publisher,
12 including with respect to *Flowers*, and denies the remaining allegations contained
13 therein; and the remaining Defendants lack knowledge or information sufficient to
14 form a belief as to the truth or falsity of the allegations in this paragraph and, on that
15 basis, deny those allegations.

16 39. Answering paragraph 39 of the Complaint, to the extent the allegations
17 contained therein allege conclusions of law, Defendants are not required to plead
18 thereto; to the extent the allegations are deemed allegations of fact, Pulse 2.0, LLC,
19 admits that it is a limited liability company organized under the laws of the State of
20 Delaware, with its principal place of business in Los Angeles, California, admits it is
21 a music publisher, including with respect to *Flowers*, and denies the remaining
22 allegations contained therein; and the remaining Defendants lack knowledge or
23 information sufficient to form a belief as to the truth or falsity of the allegations in this
24 paragraph and, on that basis, deny those allegations.

25 40. Answering paragraph 40 of the Complaint, to the extent the allegations
26 contained therein allege conclusions of law, Defendants are not required to plead
27 thereto; to the extent the allegations are deemed allegations of fact, Wide Eyed Global
28 admits it is a music publisher, including with respect to *Flowers*, and denies the

1 remaining allegations contained therein; and the remaining Defendants lack
2 knowledge or information sufficient to form a belief as to the truth or falsity of the
3 allegations in this paragraph and, on that basis, deny those allegations.

4 41. Answering paragraph 41 of the Complaint, to the extent the allegations
5 contained therein allege conclusions of law, Defendants are not required to plead
6 thereto; to the extent the allegations are deemed allegations of fact, Defendants lack
7 knowledge or information sufficient to form a belief as to the truth or falsity of the
8 allegations in this paragraph and, on that basis, deny those allegations.

9 42. Answering paragraph 42 of the Complaint, to the extent the allegations
10 contained therein allege conclusions of law, Defendant is not required to plead thereto;
11 to the extent the allegations are deemed allegations of fact, Defendants deny the
12 allegations in this paragraph.

13 **“FACTUAL BACKGROUND**

14 **“I. Plaintiff Acquires a Share of the Copyright in ‘When I Was Your Man’”**

15 43. Answering paragraph 43 of the Complaint, to the extent the allegations
16 contained therein allege conclusions of law, Defendants are not required to plead
17 thereto; to the extent the allegations are deemed allegations of fact, Defendants lack
18 knowledge and information sufficient to form a belief as to the truth or falsity of the
19 allegations in this paragraph and, on that basis, deny those allegations.

20 44. Answering paragraph 44 of the Complaint, Defendants lack knowledge
21 and information sufficient to form a belief as to the truth or falsity of the allegations
22 in this paragraph and, on that basis, deny those allegations.

23 45. Answering paragraph 45 of the Complaint, to the extent the allegations
24 contained therein allege conclusions of law, Defendants are not required to plead
25 thereto; to the extent the allegations are deemed allegations of fact, Defendants lack
26 knowledge or information sufficient to form a belief as to the truth or falsity of the
27 allegations in this paragraph and, on that basis, deny those allegations.

1 **“II. Defendants Have Access to ‘When I Was Your Man’ Prior to Creating**
2 **and Exploiting ‘Flowers’”**

3 46. Answering paragraph 46 of the Complaint, to the extent the allegations
4 contained therein allege conclusions of law, Defendants are not required to plead
5 thereto. To the extent the allegations in that paragraph are deemed allegations of fact,
6 IHeartMedia admits that Bruno Mars performed *When I Was Your Man* at the
7 iHeartRadio Music Festival in Las Vegas, Nevada on September 21, 2013, and that
8 Miley Cyrus also appeared and performed another musical composition, but denies
9 that these allegations establish access; IHeartMedia lacks knowledge or information
10 sufficient to form a belief as to the truth or falsity of the remaining allegations in this
11 paragraph and, on that basis, deny those allegations. The remaining Defendants lack
12 knowledge or information sufficient to form a belief as to the truth or falsity of the
13 allegations in this paragraph and, on that basis, deny those allegations.

14 **“III. ‘Flowers’ Is Substantially Similar to ‘When I Was Your Man’”**

15 47. Answering Paragraph 47 of the Complaint, Defendants admit that
16 *Flowers* was released in or about January 2023, approximately ten years after *When I*
17 *Was Your Man*, and deny the remaining allegations in this paragraph.

18 48. Answering paragraph 48 of the Complaint, to the extent the allegations
19 contained therein allege conclusions of law, Defendants are not required to plead
20 thereto; to the extent the allegations are deemed allegations of fact, Defendants deny
21 the allegations in that paragraph.

22 **“A. Comparison of the Verse of ‘When I Was Your Man’ and the**
23 **Chorus of ‘Flowers’”**

24 49. Answering paragraph 49 of the Complaint, to the extent the allegations
25 contained therein allege conclusions of law, Defendants are not required to plead
26 thereto; to the extent the allegations are deemed allegations of fact, Defendants object
27 that the allegations require the opinion of an expert and purporting to require that
28 Defendants respond at this time is improper and premature under Federal Rule of Civil

1 Procedure 26, and as to any non-expert allegations, Defendants lack knowledge or
2 information sufficient to form a belief as to the truth or falsity of the allegations
3 contained therein and, on that basis, deny those allegations.

4 50. Answering paragraph 50 of the Complaint, Defendants object that the
5 allegations require the opinion of an expert and purporting to require that Defendants
6 respond at this time is improper and premature under Federal Rule of Civil Procedure
7 26, and as to any non-expert allegations, Defendants lack knowledge or information
8 sufficient to form a belief as to the truth or falsity of the allegations contained therein
9 and, on that basis, deny those allegations.

10 51. Answering paragraph 51 of the Complaint, Defendants object that the
11 allegations require the opinion of an expert and purporting to require that Defendants
12 respond at this time is improper and premature under Federal Rule of Civil Procedure
13 26, and as to any non-expert allegations, Defendants lack knowledge or information
14 sufficient to form a belief as to the truth or falsity of the allegations contained therein
15 and, on that basis, deny those allegations.

16 **“B. Comparison of the Chorus of ‘When I Was Your Man’ and the**
17 **Chorus of ‘Flowers’”**

18 52. Answering paragraph 52 of the Complaint, Defendants object that the
19 allegations require the opinion of an expert and purporting to require that Defendants
20 respond at this time is improper and premature under Federal Rule of Civil Procedure
21 26, and as to any non-expert allegations, Defendants lack knowledge or information
22 sufficient to form a belief as to the truth or falsity of the allegations contained therein
23 and, on that basis, deny those allegations.

24 53. Answering paragraph 53 of the Complaint, Defendants object that the
25 allegations require the opinion of an expert and purporting to require that Defendants
26 respond at this time is improper and premature under Federal Rule of Civil Procedure
27 26, and as to any non-expert allegations, Defendants lack knowledge or information
28

1 sufficient to form a belief as to the truth or falsity of the allegations contained therein
2 and, on that basis, deny those allegations.

3 54. Answering paragraph 54 of the Complaint, Defendants object that the
4 allegations require the opinion of an expert and purporting to require that Defendants
5 respond at this time is improper and premature under Federal Rule of Civil Procedure
6 26, and as to any non-expert allegations, Defendants lack knowledge or information
7 sufficient to form a belief as to the truth or falsity of the allegations contained therein
8 and, on that basis, deny those allegations.

9 55. Answering paragraph 55 of the Complaint, Defendants object that the
10 allegations require the opinion of an expert and purporting to require that Defendants
11 respond at this time is improper and premature under Federal Rule of Civil Procedure
12 26, and as to any non-expert allegations, Defendants lack knowledge or information
13 sufficient to form a belief as to the truth or falsity of the allegations contained therein
14 and, on that basis, deny those allegations.

15 56. Answering paragraph 56 of the Complaint, Defendants deny that a
16 comparison of the lyrics of the songs “suggests that the musical similarities are no
17 coincidence”; as to the remaining allegations, Defendants object that the allegations
18 require the opinion of an expert and purporting to require that Defendants respond at
19 this time is improper and premature under Federal Rule of Civil Procedure 26, and as
20 to any non-expert allegations in this paragraph, Defendants lack knowledge or
21 information sufficient to form a belief as to the truth or falsity of the allegations
22 contained therein and, on that basis, deny those allegations.

23 57. Answering paragraph 57 of the Complaint, to the extent the allegations
24 contained therein allege conclusions of law, Defendants are not required to plead
25 thereto; to the extent the allegations are deemed allegations of fact, Defendants object
26 that the allegations require the opinion of an expert and purporting to require that
27 Defendants respond at this time is improper and premature under Federal Rule of Civil
28 Procedure 26, and as to any non-expert allegations in this paragraph, Defendants lack

1 knowledge or information sufficient to form a belief as to the truth or falsity of the
2 allegations contained therein and, on that basis, deny those allegations.

3 58. Answering paragraph 58 of the Complaint, Defendants object that the
4 allegations in that paragraph require the opinion of an expert and purporting to require
5 that Defendants respond at this time is improper and premature under Federal Rule of
6 Civil Procedure 26, and as to any non-expert allegations in this paragraph, Defendants
7 lack knowledge or information sufficient to form a belief as to the truth or falsity of
8 the allegations contained therein and, on that basis, deny those allegations.

9 **“C. The Closing or Post-Chorus Sections of ‘Flowers’”**

10 59. Answering paragraph 59 of the Complaint, Defendants object that the
11 allegations in that paragraph require the opinion of an expert and purporting to require
12 that Defendants respond at this time is improper and premature under Federal Rule of
13 Civil Procedure 26, and as to any non-expert allegations in this paragraph, Defendants
14 lack knowledge or information sufficient to form a belief as to the truth or falsity of
15 the allegations contained therein and, on that basis, deny those allegations.

16 60. Answering paragraph 60 of the Complaint, to the extent the allegations
17 contained therein allege conclusions of law, Defendants are not required to plead
18 thereto; to the extent the allegations are deemed allegations of fact, Defendants deny
19 the allegations.

20 **“IV. Defendants Willfully and Knowingly Exploit ‘Flowers’ Despite Its**
21 **Infringement of ‘When I Was Your Man’”**

22 61. Answering paragraph 61 of the Complaint, to the extent the allegations
23 contained therein allege conclusions of law, Defendants are not required to plead
24 thereto; to the extent the allegations are deemed allegations of fact, Defendants deny
25 the allegations.

26 62. Answering paragraph 62 of the Complaint, to the extent the allegations
27 contained therein allege conclusions of law, Defendants are not required to plead
28 thereto; Defendants object to Plaintiff’s “shotgun pleading” of these allegations,

1 making sweeping, vague, and undifferentiated allegations regarding all Defendants,
2 notwithstanding that each Defendant is a separate company with differing roles
3 relating to *Flowers*; to the extent the allegations are deemed allegations of fact,
4 Defendants each, for itself alone, admits that it has in some fashion been involved in
5 the use or other exploitation of *Flowers* and in some instances revenues were derived
6 therefrom by some Defendants, Defendants, to the extent that they did not participate
7 in the production, preparation, licensing, marketing, or promotion of *Flowers*, deny
8 Plaintiff's shotgun allegations as to them, and Defendants lack knowledge or
9 information sufficient to form a belief as to the truth or falsity of the remaining
10 allegations contained therein and, on that basis, deny the allegations.

11 63. Answering paragraph 63 of the Complaint, to the extent the allegations
12 contained therein allege conclusions of law, Defendants are not required to plead
13 thereto; to the extent the allegations are deemed allegations of fact, Miley Cyrus
14 admits that she has performed and continues to perform *Flowers*, including in
15 concerts, videos, and television, each Defendant, for itself alone, admits that he, she,
16 or it has in some fashion been involved in the use or other exploitation of *Flowers*,
17 and Defendants lack knowledge or information sufficient to form a belief as to the
18 truth or falsity of the remaining allegations in this paragraph and, on that basis, deny
19 the allegations.

20 **"CLAIMS FOR RELIEF**

21 **FIRST CLAIM FOR RELIEF**

22 **(COPYRIGHT INFRINGEMENT (17 U.S.C. §§ 101 *et seq.*)**

23 **AGAINST ALL DEFENDANTS)"**

24 64. Defendants repeat and reallege their responses set forth above in
25 paragraphs 1 through 63 as if fully set forth herein.

26 65. Answering paragraph 65 of the Complaint, to the extent the allegations
27 contained therein allege conclusions of law, Defendants are not required to plead
28 thereto; to the extent the allegations are deemed allegations of fact, Defendants lack

1 knowledge or information sufficient to form a belief as to the truth or falsity of the
2 remaining allegations contained therein and, on that basis, deny the allegations.

3 66. Answering paragraph 66 of the Complaint, to the extent the allegations
4 contained therein allege conclusions of law, Defendants are not required to plead
5 thereto; to the extent the allegations are deemed allegations of fact, Defendants lack
6 knowledge or information sufficient to form a belief as to the truth or falsity of the
7 remaining allegations contained therein and, on that basis, deny the allegations.

8 67. Answering paragraph 67 of the Complaint, to the extent the allegations
9 contained therein allege conclusions of law, Defendants are not required to plead
10 thereto; to the extent the allegations are deemed allegations of fact, Defendants deny
11 they created *Flowers*, deny they copied *When I Was Your Man*, and lack knowledge
12 or information sufficient to form a belief as to the truth or falsity of the remaining
13 allegations contained therein and, on that basis, deny those allegations.

14 68. Answering paragraph 68 of the Complaint, to the extent the allegations
15 contained therein allege conclusions of law, Defendants are not required to plead
16 thereto; to the extent the allegations are deemed allegations of fact, Defendants object
17 that the allegations require the opinion of an expert and purporting to require that
18 Defendants respond at this time is improper and premature under Federal Rule of Civil
19 Procedure 26; as to any non-expert allegations remaining in this paragraph,
20 Defendants deny that *Flowers* copies *When I Was Your Man* and lack knowledge or
21 information sufficient to form a belief as to the truth or falsity of the remaining
22 allegations contained therein and, on that basis, deny those allegations.

23 69. Answering paragraph 69 of the Complaint, to the extent the allegations
24 contained therein allege conclusions of law, Defendants are not required to plead
25 thereto; to the extent the allegations are deemed allegations of fact, Defendants each,
26 for itself alone, admits that it did not seek or receive permission to copy or interpolate
27 any portion of *When I Was Your Man* into *Flowers*, denies that any such permission
28 was needed; as to any other defendants, each Defendant lacks knowledge or

1 information sufficient to form a belief as to the truth or falsity of the allegations
2 contained therein and, on that basis, denies the allegations.

3 70. Answering paragraph 70 of the Complaint, to the extent the allegations
4 contained therein allege conclusions of law, Defendants are not required to plead
5 thereto; to the extent the allegations are deemed allegations of fact, Defendants deny
6 the allegations.

7 71. Answering paragraph 71 of the Complaint, to the extent the allegations
8 contained therein allege conclusions of law, Defendants are not required to plead
9 thereto; to the extent the allegations are deemed allegations of fact, Defendants deny
10 the allegations.

11 72. Answering paragraph 72 of the Complaint, to the extent the allegations
12 contained therein allege conclusions of law, Defendants are not required to plead
13 thereto; to the extent the allegations are deemed allegations of fact, Defendants deny
14 the allegations.

15 73. Answering paragraph 73 of the Complaint, to the extent the allegations
16 contained therein allege conclusions of law, Defendants are not required to plead
17 thereto; Defendants object to Plaintiff's "shotgun pleading" of these allegations,
18 making sweeping, vague, and undifferentiated allegations regarding all Defendants,
19 notwithstanding that each Defendant is a separate company with differing roles, if
20 any, relating to *Flowers*; to the extent the allegations are deemed allegations of fact,
21 Defendants each, for itself alone, admits that it has in some fashion been involved in
22 the use or other exploitation of *Flowers* and in some instances revenues were derived
23 therefrom by some Defendants, Defendants, to the extent that they did not induce,
24 cause, and materially contribute to the production, preparation, licensing, marketing,
25 promotion, or other exploitation of *Flowers*, deny Plaintiff's shotgun allegations as to
26 them, and Defendants lack knowledge or information sufficient to form a belief as to
27 the truth or falsity of the remaining allegations contained therein and, on that basis,
28 deny the allegations.

1 74. Answering paragraph 74 of the Complaint, to the extent the allegations
2 contained therein allege conclusions of law, Defendants are not required to plead
3 thereto; to the extent the allegations are deemed allegations of fact, Defendants deny
4 the allegations.

5 75. Answering paragraph 75 of the Complaint, to the extent the allegations
6 contained therein allege conclusions of law, Defendants are not required to plead
7 thereto; to the extent the allegations are deemed allegations of fact, Defendants deny
8 the allegations.

9 76. Answering paragraph 76 of the Complaint, to the extent the allegations
10 contained therein allege conclusions of law, Defendants are not required to plead
11 thereto; to the extent the allegations are deemed allegations of fact, Defendants deny
12 the allegations.

13 77. Answering paragraph 77 of the Complaint, to the extent the allegations
14 contained therein allege conclusions of law, Defendants are not required to plead
15 thereto; to the extent the allegations are deemed allegations of fact, Defendants deny
16 the allegations.

17 78. Answering paragraph 78 of the Complaint, to the extent the allegations
18 contained therein allege conclusions of law, Defendants are not required to plead
19 thereto; to the extent the allegations are deemed allegations of fact, Defendants deny
20 the allegations.

21 79. Answering paragraph 79 of the Complaint, to the extent the allegations
22 contained therein allege conclusions of law, Defendants are not required to plead
23 thereto; to the extent the allegations are deemed allegations of fact, Defendants deny
24 the allegations.

25 80. Answering paragraph 80 of the Complaint, to the extent the allegations
26 contained therein allege conclusions of law, Defendants are not required to plead
27 thereto; to the extent the allegations are deemed allegations of fact, Defendants deny
28 the allegations.

AFFIRMATIVE DEFENSES

81. Defendants do not presently know all of the facts and circumstances relating to Plaintiff's claim and reserve the right to amend this Answer, including but not limited to adding different or additional affirmative defenses. Subject to the foregoing, and without waiving or excusing Plaintiff's burden of proof, or admitting that any of the following are affirmative defenses upon which Defendants have any burden of proof as opposed to denials of matters as to which Plaintiff has the burden of proof, or that Defendants have any burden of proof at all, Defendants hereby assert the following affirmative defenses.

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

82. Plaintiff's Second Amended Complaint and its purported claims for relief fail to state claims upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

(Lack of Standing)

83. Plaintiff's claims for relief are barred, in whole or in part, because Plaintiff lacks standing to sue, including under § 501(b) of the Copyright Act of 1976, 17 U.S.C. §§ 101 et. seq.

THIRD AFFIRMATIVE DEFENSE

(Independent Creation)

84. Each of Plaintiff's claims for relief is barred, in whole or in part, because the allegedly infringing work was created independently of the allegedly infringed work.

FOURTH AFFIRMATIVE DEFENSE

(Lack of Originality or Protectability)

85. Each of Plaintiff's claims for relief is barred, in whole or in part, because the allegedly copied elements or materials lack originality or otherwise are not protected by copyright.

FIFTH AFFIRMATIVE DEFENSE

(Plaintiff's Lack of Ownership of the Allegedly Copied Material)

86. Each of Plaintiff's claims for relief is barred, in whole or in part, because Plaintiff does not own the allegedly infringed copyright or any other rights in or to the portions of the claimed works that are allegedly copied.

SIXTH AFFIRMATIVE DEFENSE

(Fair Use)

87. Without admitting the alleged use of any copyrighted material allegedly owned by Plaintiff, which is denied, the conduct of which Plaintiff complains constitutes fair use.

SEVENTH AFFIRMATIVE DEFENSE

(Failure to Comply with Copyright Act Formalities)

88. Plaintiff's claims and/or the remedies Plaintiff seeks are barred by the failure to comply with the Copyright Act of 1976, 17 U.S.C. §§ 101 *et seq.*, including but not limited to 17 U.S.C. §§ 401 and 408, and each of them.

EIGHTH AFFIRMATIVE DEFENSE

(Waiver)

89. Plaintiff's claims and/or the remedies Plaintiff seeks are barred by the doctrine of waiver.

NINTH AFFIRMATIVE DEFENSE

(License)

90. Without admitting the use of any copyrighted material allegedly owned by Plaintiff, which is denied, the conduct of which Plaintiff complains was impliedly and/or expressly licensed.

TENTH AFFIRMATIVE DEFENSE

(Laches)

91. Plaintiff's claims and/or the remedies Plaintiff seeks are barred by the doctrine of laches.

ELEVENTH AFFIRMATIVE DEFENSE

(Estoppel)

92. Plaintiff's claims and/or the remedies Plaintiff seeks are barred by the doctrine of estoppel.

TWELFTH AFFIRMATIVE DEFENSE

(Unclean Hands)

93. Plaintiff's claims and/or the remedies Plaintiff seeks are barred by the doctrine of unclean hands.

THIRTEENTH AFFIRMATIVE DEFENSE

(Adequate Remedies at Law)

94. Plaintiff's claims for declaratory relief and equitable accounting are barred, in whole or in part, because Plaintiff has adequate legal remedies.

RESERVATION OF RIGHTS

95. Defendants reserve the right to assert additional affirmative defenses if discovery or Defendants' investigation reveals grounds for the assertion of the additional defenses, including without limitation affirmative defenses that are referenced in Rule 8(c) of the Federal Rules of Civil Procedure or are otherwise available under applicable law.

PRAYER FOR RELIEF

WHEREFORE, Defendants pray for judgment as follows:

1. That Plaintiff take nothing by way of its Second Amended Complaint and that the Second Amended Complaint be dismissed with prejudice;
2. That Defendants be awarded their costs and attorneys' fees; and
3. For such other and further relief as the Court deems just and proper.

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1 Dated: December 11, 2025

2 /s/ Peter Anderson

3 Peter Anderson, Esq.

4 Eric H. Lamm, Esq.

5 Alexandra P. Cadena, Esq.

6 DAVIS WRIGHT TREMAINE LLP

7 Attorneys for Defendants

8 MILEY CYRUS, also sued as MCEO
9 Publishing, GREGORY HEIN, also sued as
10 Songs By Gregory Hein, MICHAEL
11 POLLACK, also sued as What Key Do You
12 Want it in Music, MCEO, INC., SONY
13 MUSIC ENTERTAINMENT, SONY
14 MUSIC PUBLISHING (US) LLC, PULSE
15 2.0, LLC, PURE TONE MUSIC, LLC,
16 BLASTRONAUT, INC., WARNER-
17 TAMERLANE PUBLISHING CORP.,
18 AMAZON.COM SERVICES LLC,
19 APPLE INC., PANDORA MEDIA, LLC,
20 DISNEY PLATFORM DISTRIBUTION,
21 INC., TARGET CORP., BARNES &
22 NOBLE BOOKSELLERS, INC., TIDAL
23 MUSIC LLC, WALMART INC., WAL-
24 MART.COM USA, INC., WIDE EYED
25 GLOBAL, IHEARTMEDIA, INC., LIVE
26 NATION ENTERTAINMENT, INC.,
27 XANDRIE SA, DEEZER S.A., and
28 SOUNDCLOUD GLOBAL
LIMITED & CO. KG

DEMAND FOR JURY TRIAL

Defendants Miley Cyrus, also sued as MCEO Publishing, Gregory Hein, also sued as Songs By Gregory Hein, Michael Pollack, also sued as What Key Do You Want It In Music, MCEO, Inc., Sony Music Publishing (US) LLC, Warner-Tamerlane Publishing Corp., Sony Music Entertainment, Pulse 2.0, LLC, Pure Tone Music, LLC, Blastronaut, Inc., Amazon.Com Services LLC, Apple Inc., Pandora Media, LLC, Disney Platform Distribution, Inc., Target Corp., Barnes & Noble Booksellers, Inc., Tidal Music LLC, Walmart Inc., Wal-Mart.Com USA, Inc., Wide Eyed Global, IHeartMedia, Inc., Live Nation Entertainment, Inc., Xandrie SA, Deezer S.A., and Soundcloud Global Limited & Co. KG, respectfully demand trial by jury.

Dated: December 11, 2025

/s/ Peter Anderson

Peter Anderson, Esq.
Eric H. Lamm, Esq.
Alexandra P. Cadena, Esq.
DAVIS WRIGHT TREMAINE LLP
Attorneys for Defendants
MILEY CYRUS, also sued as MCEO
Publishing, GREGORY HEIN, also sued as
Songs By Gregory Hein, MICHAEL
POLLACK, also sued as What Key Do You
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MUSIC ENTERTAINMENT, SONY MUSIC
PUBLISHING (US) LLC, PULSE 2.0, LLC,
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INC., PANDORA MEDIA, LLC, DISNEY
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TARGET CORP., BARNES & NOBLE
BOOKSELLERS, INC., TIDAL MUSIC
LLC, WALMART INC., WAL-MART.COM
USA, INC., WIDE EYED GLOBAL,
IHEARTMEDIA, INC., LIVE NATION
ENTERTAINMENT, INC., XANDRIE SA,
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GLOBAL
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